

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

TUNNEL WORKER (LABORER)
(ALL CLASSIFICATIONS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

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August 31, 2001

IMPORTANT NOTICE TO INTERESTED PARTIES
REGARDING CORRECTIONS TO THE
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

CRAFT: Tunnel Worker (Laborer) (pg. 15)**DETERMINATION:** SC-23-102-12-2001-2**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside,
San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

- *The Group III classification for “**Micro-Tunneling**” was incorrectly listed. The correct wording for this classification should read:*

Miner-Micro-Tunneling (clean-up only)

CRAFT: Laborer (Engineering Construction) (pg. 30)**DETERMINATION:** SD-23-102-3-2001-1**LOCALITY:** All localities within San Diego County

- *The Tunnel Group 3 classifications for “**Miners-Tunnels (hand or machine)** and **Micro-tunneling**” were incorrectly listed. The correct wording for these classifications should read:*

Miners-Tunnels (hand or machine)
Miner-Micro-Tunneling (clean-up only)

These corrections apply to projects advertised for bids on or after September 1, 2001.

TUNNEL MASTER AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

and

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

**AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

This AGREEMENT entered into this 1st day of July, 2000, by and between the **Associated General Contractors of California, Inc.** hereinafter called the **ASSOCIATION**, and the **Southern California District Council of Laborers** affiliated with the **Laborers' International Union of North America, AFL-CIO**, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the **UNION**.

SECTION 1 - GENERAL PROVISIONS

The term Association shall refer to the Associated General Contractors of California, Inc.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor Market not employed. All personal nouns and pronouns refer to the male and female gender.

(a) This Agreement shall cover the CONSTRUCTION, ALTERATION, REPAIR AND DEMOLITION of tunnels, subways, shafts, raises and all underground excavations including lining of same. All open cut work shall be excluded from this Agreement including open cut work which is covered over or decked with wood, steel or other substitute material.

(b) This Agreement shall apply to any employee who performs work falling within the recognized jurisdiction of those local unions of the Laborers' International Union of

2000

Tunnel -1-

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North America, affiliated with the Southern California District Council of Laborers, except that this Agreement shall not apply to Superintendents, Assistant Superintendents, Civil Engineers and their helpers, Timekeepers, Confidential Help and Office Help.

(c) Geographical Coverage: This Agreement shall apply to the area generally known as the eleven Southern California Counties: namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono. This Agreement shall also apply to the offshore islands of Southern California: namely, Richardson Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, Santa Cruz Island, Arch Rock, and any man-made or artificial islands offshore the Southern California Counties.

SECTION 2 - COVERAGE AND DESCRIPTION

This Agreement shall cover all work of construction, alteration, repair or demolition of all tunnels, shafts, raises, subways, and all underground excavations including lining of same (open cut work shall be excluded only to the extent as outlined in Section 1), which falls within the rightful jurisdiction of the Laborers' International Union of North America. Without limiting the scope of the work covered hereby it is agreed that miner's work shall include, but not be limited to the construction, laying and maintenance of all railroad track in subways and tunnels; all mining work including the manning, running and/or handling of all boring equipment, laser beams, mole machines, shields and all drilling, regardless of type or method used for work covered by this Agreement, sharpening of bits, steel nippers, dumpmen (power or manual), dry housemen, chucktenders, air tuggers, all conveyors, kemper pneumatic placer and all similar type equipment, all rock bolting and placing of rock restraining wire, setting all steel, including but not limited to placing, tying and bending of rebar, and wood supports, jacking of pipe, drilling, loading and shooting, handling of all powder, including splitting and making primers; all timbering, retimbering, whether wood or steel; all mucking and dumping; cable tenders, swampers on muck trains and timber trains; handling, installing and extending all water, air and vent lines, manning of cherry pickers while mucking; handling sponge pumps in wet headings; all caulking and guns, all concrete work, including shotcrete (or similar type), gunite and grouting, dumping of agitators; raising, setting and moving forms; handling of rods and other materials for use in reinforced concrete; stripping all forms and cleanup work; all concrete finishing; running of grout pumps and screeding of concrete; waterproofing, membrane vapor, barrier and H.D.P.E. installation.

This Agreement shall also cover miner's work on that part of the open cut excavation two (2) diameters in front of the portal face, two (2) diameters in back of the portal face, one (1) diameter above the arch of the tunnel, and four (4) diameters on each side of the center line of the tunnel where, because of the nature of the conditions encountered, it is necessary to employ special techniques used in tunnel work in order to secure the portal

area preparatory to commencing underground operations. Concrete operations covered by this Agreement are those which start at the tunnel portals or at the collars of the shafts, and are carried out underground. (Diameter as used above is the specified excavated diameter of the tunnel.)

Laborers' work on construction of structures such as, but not limited to, intake or outlet structures, power houses, and penstocks outside the portal face shall be outside work, though they may lie within the area defined above, and shall not be covered by the Tunnel Agreement.

The words "alteration, repair or demolition of all tunnels" as used in the first paragraph shall apply only to miner's work on the support of, the lining of, or the structure of the tunnel itself, but not to Laborers' work on mechanical or electrical facilities, road paving (excluding inverts), tile work, or other work within the tunnel not done with tunneling methods and equipment. Once a tunnel has been completed and put into full operation for the purpose for which designed, the provisions of the Master Labor Agreement between the Southern California General Contractors and the Southern California District Council of Laborers shall apply.

Swampers on moving trains shall be employees under this Agreement.

All classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of work just as though incorporated in full in this Section.

Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement agrees that whenever work is performed which is covered by the terms of the Laborers' Master Labor Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.

SECTION 3 - SUBCONTRACTORS

The terms and conditions of this Agreement insofar as it affects Employer and the individual employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an individual employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and

APPENDIX A:

CLASSIFICATIONS AND HOURLY WAGE RATES

September 1, 2000, increases allocated as follows:

Group I:	\$0.64 to Wages
Group II:	\$0.74 to Wages
Group III:	\$0.84 to Wages
Group IV:	\$1.00 to Wages

\$0.10	to Health & Welfare Trust Fund
\$0.05	to Vacation\Supplemental Dues
\$0.01	to Training and Retraining

09/01/00

Group I	\$21.73
Batch Plant Laborer	
Changehouseman	
Dumpman	
Dumpman, Outside	
Loading & Unloading Agitator Cars	
Nipper	
Pot Tender - using mastic or other materials; for example (but not by way of limitation), shotcrete, etc.	
Shotcrete Man (helper)	
Swamper (Brakeman & Switchman on tunnel work)	
Tool Man	
Tunnel Materials Handling Man	

Group II	\$21.95
Bull Gang Mucker, Trackman	
Chemical Grout Jetman	
Chucktender, Cabletender	
Concrete Crew-Include Rodders and Spreaders	
Grout Mixerman	
Grout Pumpman	
Operating of Troweling and/or Grouting Machines	
Vibratorman, Jack Hammer Pneumatic Tools (except driller)	

Group III \$22.21

Blaster, Driller, Powderman
Bull Gang Foreman
Cherry Pickerman
Grout Gunman
Jackleg Miner
Jumbo Man
Kemper & Other Pneumatic Concrete Placer Operator
Miner - Tunnel (hand or machine)
Nozzleman
Powderman - Primer House
Primer Man
Sandblaster
Steel Form Raiser & Setter
Timberman, Retimberman, wood or steel
Tunnel Concrete Finisher

Group IV \$22.65

Shaft and Raise Work*
Diamond Drill

SHIFTER **

Watchman - Wages, fringe benefits, and working conditions as outlined in the Agreement between the Southern California General Contractors and the Southern California District Council of Laborers.

* The classification "**Shaft and Raise Work**" shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

** **Shifter**, whether working or not, shall receive one dollar and fifty cents (\$1.50) per hour above the highest paid classification over which he has leadership.

When shifter is designated the State Licensed Blaster, he shall receive fifty cents (\$.50) per hour above his rate of pay.

When designated by Employer, State Licensed Blaster shall receive fifty cents (\$.50) per hour above the miners rate.

High scaling above portals and open-cut work in front of portals are usually a part of the Tunnel Contract and the foregoing wage scales shall apply on that part of the work which is done by miners as well as in the tunnel. Work outside not part of the tunnel is not covered by this Agreement except as provided in Section 2 and Section 17.

TUNNEL: An underground excavation (lined or unlined) whose length exceeds its width, the inclination of the grade from the excavation shall be no greater than twenty (20) degrees from the horizontal. Should the inclination of grade from the horizontal exceed twenty (20) degrees, the excavation heretofore defined shall constitute a raise.

SHAFT: An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to seventy-five (75) degrees from the vertical, and whose depth is greater than fifteen (15) feet and its largest horizontal dimension.

FUTURE INCREASES *

07/01/01

Group I	\$0.80 to be allocated
Group II	\$0.85 to be allocated
Group III	\$1.00 to be allocated
Group IV	\$1.15 to be allocated

07/01/02

Group I	\$0.80 to be allocated
Group II	\$0.85 to be allocated
Group III	\$0.90 to be allocated
Group IV	\$1.00 to be allocated

- * Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate the agreed upon increase to (1) hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.